REMARKS

This *amendment* is responsive to the Official Action mailed November 22, 204, and is accompanied by a *Petition for Extension* and the required fee. Original and previously present claims 1-2, 5, 9-12 and 19-26 as well as new claims 27-30 are pending. Claims 3-4, 6-8 and 13-18 have been canceled, without prejudice.

In the Official Action, claims 23-26, 28-33 and 35-40 were rejected under 35 U.S.C. §103(a) as unpatentable over the reference of Rogers et al. (U.S. Pat. No. 6,018,719) in view of the reference of Kramer et al. (U.S. Pat. No. 6,324,525).

Reconsideration of claims 23-26, 28-33 and 35-40 is respectfully requested. Based on what the prior art objectively teaches or suggests to a person of ordinary skill, or *fails* to teach or suggest, the rejection lacks adequate support.

Rogers et al. are concerned with a form of buyer fraud. Briefly, given a scenario where the most popular supplier of PC operating systems upgrade from say Windows 98 SE® to Windows XP®, owners of software games designed for older-mode operating system (eg., Windows 98 SE®) more earnestly desire re-tooled versions of the same game for the newest-mode operating system (eg., Windows XP®). According to Rogers et al., a form of buyer fraud comprises the approximately following. Buyers have bought the Windows XP® version of a game they already owned in the Windows 98 SE® version, kept the Windows XP® contents in the Windows XP® packaging, stuffed their old Windows 98 SE® product in the new Windows XP® packaging, and returned the old Windows 98 SE® product disguised in the Windows XP® packaging on unsuspecting youthful sales employees of large department stores.

In other words, Rogers et al. is predominantly concerned with a large department store which stocks and sells a product for which the department store will accept a return being in turn defrauded by a defrauding buyer that buys a latest-version product in its latest-version package and then fraudulently returns an outmoded product in the latest version package.

Put differently, Rogers et al. disclose predominantly a solution for one organization. Rogers et al. have little to do with a network of diverse organizations, there being two distinct communities thereof. One community is a community of specialized retailers of product, who do so online because their goods are in such dispersed demand and there is no cost justification in

establishing a nationwide spread of walk-in retail stores. In other words, these retailers' goods are offered predominantly online and little where else.

Nevertheless, to give their buyers the comfort of a personal return process, these online retailers associate with retail mailbox stores to accept these online retailers' buyers' returns for not as much as a modest fee but for a chance to introduce the returning buyers to the virtues of doing business with that retail mailbox organization.

While here Rogers et al. has been characterized as an in-house "store-wide" solution only -- and not an alliance of small specialists who are aggregating their specialities to make a union whose sum is greater than the individual units -- to be fair to Rogers et al. it does have this to say about the (deceptive) application for return of merchandise bought from a competitor. However, it may be noted beforehand that at least the (deceptive) application for return of a competitor's merechandise to the given chain of stores practicing Rogers et al. is being made to a chain of stores which at least stocks such merchandise. Given the foregoing introduction, Rogers et al. recites as follows:

> *The right hand portion of Fig. 6 illustrates a situation where the product was purchased from a competitor and, thus, does not appear in the storewide database. After unsuccessfully searching the store-wide database, the retailer computer system dials up to search the manufacturer's national database. The manufacturer's computer system returns the date purchased, the name of the retailer that sold the product, the deadline for the retailer to return the product to the manufacturer for credit, and the deadline for warranty repairs. Based on this information from the manufacturer, the operator terminal 12 of the retailer computer system 6 displays the product description, the purchase location and date, and available consumer options.* [Emphasis supplied.]
> Col. 9., lines 4-16.

Query: "...*available consumer options.*"? The only suggestions here are either (i) 'we're Wal-Mart® and you bought this at Circuit City®, return your product there,' or else (ii) 'we're Wal-Mart®, we know you bought this at Circuit City®, but we'll accept this return' (eg., presumptively for Wal-Mart® store-credit only).

In any event, Rogers et al. only contemplate a party informed of wrongfully-attempted return of making a decision to reject, or perhaps accepting for a profit motive naturally enough. But nevertheless, the Rogers et al. system always assumes that the application for return is being made on a store which stocks such product.

It is an aspect of the invention that the return associates are famously in the business of not stocking such product, nor anything like. The motivation of the return associates is to introduce consumers to the convenience of transacting business with retail mailbox stores.

Every effort has been made to particularly and distinctly define the subject matter of the invention. The claims are definite, and are patentable over the prior art of record. The differences between the invention and the prior art are such that the subject matter claimed as a whole would not have been known or obvious to a person of ordinary skill in the art. Reconsideration, and allowance of all the pending claims, are respectfully requested.

Respectfully submitted,

Date: 3-22-05

Jonathan A. Bay
Registration No. 35,064
Attorney at Law
333 Park Central East, Suite 314
Springfield, MO 65806
(417) 873-9100

Docket No. 437-4